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5 Attorneys for Third Party Defendant
MAYTAG CORPORATION, sued as successor in interest
6 and/or surviving corporation NORGE CORPORATION

7
8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION
10

11 CALIFORNIA DEPARTMENT OF
TOXIC SUBSTANCES CONTROL,

12 Plaintiff,

13 vs.

14 PAYLESS CLEANERS, et al.,

15 Defendants.
16

17 RICHARD C. PETERS and RAMONA W.
PETERS, individually and as Trustee of the
18 PETERS FAMILY TRUST,

19 Third Party Plaintiffs,

20 vs.

21 VICTOR STRAIN; NORGE
CORPORATION, MAYTAG
22 CORPORATION, as successor in interest
and/or surviving corporation of NORGE
23 CORPORATION; A. DODD CARR,
MARVEL L. CARR and DOES 1 through
24 50, inclusive,

25 Third Party Defendants
26

CASE NO. CIVS-02-2389 LKK DAD

ASSIGNED FOR ALL PURPOSES TO
HONORABLE LAWRENCE K. KARLTON
COURTROOM 4

COMPLAINT FILED: 10/31/02
TRIAL DATE: NONE SET

**STIPULATED PROTECTIVE ORDER RE
CONFIDENTIAL DOCUMENTS AND
MATERIALS**

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1 This protective order is entered into by stipulation among counsel for third party plaintiffs
2 RICHARD C. PETERS and RAMONA W. PETERS, individually and as Trustee of the PETERS
3 FAMILY TRUST ("Peters") and third party defendant MAYTAG CORPORATION, sued as
4 successor in interest and/or surviving corporation NORGE CORPORATION ("Maytag") and
5 upon execution by the court shall be binding upon all parties subsequently entering into this
6 stipulation.

7 WHEREAS, the parties to this stipulation anticipate that discovery in this action
8 will include documents and information which are sensitive, proprietary and confidential; and

9 WHEREAS, the parties to this stipulation wish to protect the confidentiality of
10 such documents and information, and ensure that the parties can obtain and pursue discovery with
11 a minimum of delay and expense;

12 IT IS HEREBY STIPULATED, as follows:

13 1. This Order shall govern and be limited to the May 1, 2002 Settlement
14 Agreement to be produced by Maytag to Peters in the above-captioned matter.

15 2. When used in this Stipulated Protective Order:

16 (a) "Person" means any natural person, and any legal or business entity;

17 (b) "Document" shall refer to the original or copies or drafts of any
18 written, printed, typed, recorded or graphic matter whatsoever, however produced or reproduced,
19 of any kind or description, including, but not limited to affidavits, declarations, certificates, letters,
20 mailgrams, correspondence, telegrams, memoranda, records, minutes, contracts, agreements,
21 notes, records or notations of telephone or personal conversations or conferences, bulletins,
22 circulars, pamphlets, studies, notices, summaries, reports, books, invoices, sales receipts, purchase
23 orders, delivery receipts, work sheets, teletype messages, tape recordings, bookkeeping,
24 accounting and tax records, balance sheets, inventory reconciliations and lists, canceled checks,
25 check stubs and business and personal checkbooks, plans, drawings, blueprints, test records,
26 financial data and analyses, leases, assignments, photographs, videotapes and all things similar to
27 the foregoing;

1 (c) "Party" or "Parties" shall mean and refer to Peters, Maytag, any
2 Party, plaintiff, and/or defendant(s) and/or third party plaintiff and/or third party defendant, in the
3 above-entitled action;

4 (d) "Counsel for the Parties" shall mean any member or associate of a
5 law firm or in-house counsel representing any Party or Parties in the above-entitled action;

6 (e) "Disclosing Party" shall mean the Party disclosing, furnishing or
7 producing, whether directly or indirectly, any Documents who has identified or seeks to identify
8 such information as within the protective provisions of this Stipulated Protective Order;

9 (f) "Receiving Party" shall mean the Party who first receives any
10 Documents from the "Disclosing Party;"

11 (g) "Qualified Persons" are limited to:

12 (i.) Counsel for the Parties;

13 (ii.) Paralegal, Non-technical and clerical staff employed by
14 Counsel for the Parties in connection with the preparation for and the trial of this action;

15 (iii.) Independent personnel retained or consulted by Counsel for
16 the Parties to furnish technical or other expert services or advice or to give expert testimony
17 (hereinafter "Experts");

18 (iv.) Officers of and employees of a Party, where needed for the
19 preparation for and trial of this action.

20 (v.) Trial witnesses, deponents, and the attorney for said
21 Deponents;

22 (h) "Order" shall mean this Stipulated Protective Order.

23 3. All Parties agree that the designation of material as Confidential is made
24 after a good faith determination that the material is, under Federal and/or California law, sensitive,
25 proprietary and/or confidential financial, commercial or other information which would be entitled
26 to protection by a protective order entered upon noticed motion.

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1 4. Confidential materials include all documents produced by Maytag, and are
2 designated and identified as such by Bates Numbers MAY 0001-MAY 0015. The designation of
3 material as Confidential shall be made prior to, or contemporaneously with, the production or
4 disclosure of that material. In addition, within sixty (60) days after receiving the original
5 transcript of any deposition of one of its officers, directors, employees, agents or representatives,
6 a Party may designate page and line numbers of Confidential material contained therein.

7 5. No Confidential material or any copies thereof, and information obtained
8 from inspecting such material and notes made therefrom, shall be used by any person or Party for
9 any purpose other than the preparation for and trial of this action. Any Confidential material, and
10 any copies thereof and notes made therefrom, shall be disclosed only to Qualified Persons.

11 6. No Confidential material received by any Party in this lawsuit, or the
12 contents thereof, may be revealed or disclosed to any person or entity not described in Paragraph
13 1, subparagraph (g), parts (i) through (vi), including but not limited to members of the press.

14 7. No Confidential material shall be disclosed to a Qualified Person described
15 in Paragraph 1, subparagraph (g), parts (ii) through (vi), unless and until such person has executed
16 a Declaration in the form of Attachment "A" hereto, indicating such person has read the terms of
17 this Order and agrees to be bound hereby. Copies of executed Declarations shall be maintained by
18 the Counsel for the Receiving Party and shall be produced forthwith by the Receiving Party upon
19 request by any other Party.

20 8. If any Confidential material is utilized or referred to during depositions or a
21 question is asked at a deposition calling for any Confidential material, then Counsel for the
22 Designating Party may designate a portion of the transcript as sealed and may further request that
23 only Qualified Persons, the deponent, and the court reporter shall be present during the
24 deposition. In the event any Confidential material is entered into evidence as exhibits to
25 deposition or trial, its use shall be bound by the terms of this Order and shall be placed under seal.

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1 9. If, in connection with any motion, hearing, trial or other proceeding before
2 the Court, any Party intends to file a brief, memorandum, Declaration or other paper or any
3 Documents, exhibits or other materials that reveal or may reveal Confidential material or the
4 contents thereof, the Documents filed with the Court shall be submitted in a sealed envelope
5 marked "CONFIDENTIAL - FILED UNDER SEAL." Such Confidential material, including
6 copies filed with the Court and served on other Parties, shall bear upon their face the designation
7 "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER."

8 10. Counsel for the Parties shall keep all material or information designated as
9 Confidential which is received under this Order within their exclusive possession and control and
10 shall immediately place such material and information in a secure and segregated location. Only
11 Qualified Persons shall be permitted access to the foregoing location. If a central depository is
12 established for all Parties, the custodian thereof shall be provided a copy of this Order and
13 required to execute a copy of the Declaration contained in Attachment "A." The custodian of the
14 depository shall further be directed to keep all Confidential material in a separate location from all
15 other Documents, and permit access thereto by only Qualified Persons who have executed the
16 Declaration contained in Attachment "A." The custodian of the depository shall also keep a log
17 of all confidential documents copied by or on behalf of any party, including an index of the
18 specific documents copied. The information kept in this log shall not be disclosed to any party,
19 person or entity except upon order of the Special Master or the Court issued upon duly noticed
20 motion for good cause shown.

21 11. Any and all copies of Confidential material shall be made in such a manner
22 as to include the designation "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" on
23 the copy. All extracts, summaries or descriptions of the materials designated as Confidential shall
24 indicate that such information is Confidential and subject to the terms of this Order, and bear the
25 designation "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER." All such extracts,
26 summaries or descriptions of the materials designated as Confidential shall only be disclosed to
27 Qualified Persons who have executed the Declaration contained in Attachment "A."

1 12. Material or information claimed to be Confidential that is subject to dispute
2 as to whether it is, in fact, Confidential material or information shall, until further order of the
3 Court, be treated as Confidential in accordance with the provisions of this Order.

4 13. Within sixty (60) days following final termination of this action, including
5 any appeal after judgment (including without limitation the filing of a Stipulation for Dismissal;
6 Entry of Judgment and subsequent recordation of an Acknowledgment of Satisfaction of
7 Judgment; the granting of a Motion to Vacate Consent Order upon the completion of acts of
8 injunctive relief; or other similar acts terminating a cause of action), all Confidential material and
9 any copies, duplicates, notes, abstracts or summaries thereof, shall be returned to the Party that
10 produced such material. All Declarations executed pursuant to Paragraph 7 hereof shall be
11 transmitted to counsel for producing party within the same period of time.

12 14. Upon final termination of this action, the provisions of this Order shall
13 continue to be binding. This Court retains jurisdiction over the Parties for enforcement of the
14 provisions of this Order following final termination of this action.

15 15. Nothing in this Order shall be construed as a waiver by Maytag of the right
16 to object to the subject matter of any requests for discovery in this action. The execution of this
17 Order shall not be construed as an agreement by Maytag to produce any documents or provide
18 any information and shall not constitute an admission by Maytag that any document(s) or
19 information that may exist are relevant in any way to the issues raised in this action; nor shall the
20 execution of this Order be construed as a waiver by Maytag of any privilege or immunity with
21 respect to any document or information. Maytag specifically reserves the right to seek such
22 further protective orders from this Court or dissolve, in whole or in part, any protective order, as
23 it deems necessary.

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1 16. Any disputes about the validity and/or interpretation of this Order, or any
2 portion thereof, shall be resolved pursuant to the laws of the State of California and applicable
3 Federal Rules of Evidence and Civil Procedure.

4 17. This Order may be executed in counterparts.

5 DATED: January 10, 2006 SEDGWICK, DETERT, MORAN & ARNOLD LLP

6
7 By: /s/ Richard A. Crites
8 CURTIS D. PARVIN
9 RICHARD A. CRITES
10 Attorneys for Third Party Defendant
11 MAYTAG CORPORATION sued as
12 successor in interest and/or surviving corporation of
13 NORGE CORPORATION

14 DATED: December 29, 2005 GREBAN & ASSOCIATES

15 By: /s/ Joseph B. Adams
16 JAN A. GREBAN
17 JOSEPH B. ADAMS
18 Attorneys for Attorneys for Defendants RICHARD C.
19 PETERS and RAMONA W. PETERS, individually
20 and as Trustee of the PETERS FAMILY TRUST

21 IT IS SO ORDERED.

22 Dated: February 13, 2006

23 
24 _____
25 DALE A. DROZD
26 UNITED STATES MAGISTRATE JUDGE

27 Ddad1/orders.civil/maytag.ord

ATTACHMENT "A"
Declaration

I, _____, hereby acknowledge that I have read the Stipulated Protective Order entered by the parties to the action entitled *California Department of Toxic Substances Control v. Payless Cleaners, et al.*, USDC Court Case No. CIVS 02 2389 LKK DAD, and agree to be bound by the terms thereof. I also acknowledge that I have received documents pursuant to the Stipulated Protective Order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 200__, at _____, California.

Signature